

## How to Use the Foodservice Supplies and Equipment, Institutional Commercial Grade Large and Small Statewide Contract

<b>Contract #:</b> GRO35	Contract Renewal Duration: 02/29/2016-02/28/2018
<b>MMARS #:</b> GRO35*	Options to renew: 2 x 2 year options through 2/28/2022
<b>Contract Manager:</b>	Katherine Morse - 617-720-3153 <a href="mailto:katherine.morse@state.ma.us">katherine.morse@state.ma.us</a>
<b>This contract contains:</b> Small Business Purchasing Program (SBPP), Supplier Diversity Office (SDO) Contractors and Environmentally Preferable Products (EPP) Products & Equipment	
<b>UNSPSC:</b>	48-10-19, 23-18-15
<b>Last change date:</b>	March 11, 2016

### Contract Summary

This contract covers various types of foodservice supplies (paper products) and foodservice equipment (institutional commercial grade, large and small), as identified below:

#### Foodservice Supplies (Paper Products)

**Category I - Conventional Products** including various sizes of hot and cold cups, plates, trays, napkins, straws, utensils (tableware), trash/pan liners, and other foodservice supplies such as gloves, lids, hairnets, etc. Napkins must meet the federal standards for post-consumer recycled content.

**Category II - Biodegradable/Compostable Bio-based Products** including a full line of various sizes of hot and cold cups, plates, trays, napkins, and utensils (tableware). All of these products represent a high quality sustainable alternative to conventional disposable foodservice products. They are all 100% biodegradable and made from renewable resources (such as resins and fibers derived from plants) and they are proven to be compatible with most municipal and/or industrial composting programs. Most products must have a listed third party certification, clearly marking that they are compostable, bio based content, and do not contain per fluorinated grease barrier compounds. Additional Specifications and Requirements are located on the [COMMBUYS](#) website.

#### Foodservice Equipment, Institutional Commercial Grade, Large & Small

**Large equipment** includes but is not limited to ovens, grills, fryolators, and milk cooler equipment. Additional maintenance and repairs of large foodservice equipment falls within

the scope of this contract.

**Small equipment** includes but is not limited to mixers, toasters, and microwaves. Additional maintenance and repairs of small foodservice equipment falls within the scope of this contract.

## Benefits and Cost Savings

**Competitive Pricing** – The Strategic Sourcing Services Team (SSST) has awarded the contract to those contractors who provided the most competitive pricing and or mark ups for the manufacturers being offered.

**Selection of EPP Equipment** – The contract provides Paper Products, Biodegradable/Compostable Bio-based Products and broad range energy efficient Foodservice Equipment; all of which represent environmentally preferable products.

**Prompt Pay Discount** – Is available by all contractors

**Volume Purchase Discount** – Is available from some contractors. Please reference contractors attached “Rate Sheet” on [COMMBUYS](#) for details.

**Dock Delivery Discount** – Is available from some contractors. Please reference contractors attached “Rate Sheet” on [COMMBUYS](#) for details.

## Who Can Use This Contract?

**Applicable Procurement Law:** MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00

### Eligible Entities:

01. Cities, towns, districts, counties and other political subdivisions
02. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
03. Independent public authorities, commissions and quasi-public agencies
04. Local public libraries, public school districts and charter schools;
05. Public Hospitals, owned by the Commonwealth;
06. Public institutions of high education
07. Public purchasing cooperatives;
08. Non-profit, UFR-certified organizations that are doing business with the Commonwealth;
09. Other states and territories with no prior approval by the State Purchasing Agent required; and
10. Other entities when designated in writing by the State Purchasing Agent.

## Pricing and Purchase Options

**Purchase Options:** Purchases made through this contract will be direct, outright purchases.

**Pricing and Buying Details:** All contract pricing/markups listed MUST remain firm through February 28, 2018 for all listed contractors. For pricing information, a market basket price list for each awarded contractor is available on [COMMBUYS](#) under each vendor’s assigned PO as

an attachment. Departments should do a cost comparison with contractors to determine which contractor offers the best value pricing for that product.

**Quotes:** Departments are required to solicit three (3) quotes from contractors listed to determine which contractor can provide the best value for the products being purchased. All that is required is that departments contact three (3) contractors for quotes; departments are not required to receive responses from all three (3) contacted contractors. All awarded vendors are listed under the [Conversion Vendor PO](#) in COMMBUYS. Use this MBPO when obtaining quotes.

## Additional Information

**Delivery** - Delivery must be made at no extra cost to the Commonwealth with all deliveries being FOB destination. All orders will be processed, confirmed and delivered based on established delivery schedules. The contracting Eligible Entity will establish a mutually agreed upon delivery schedule with the contractor(s). All orders **must** be delivered within **5** business days of receipt of a purchase order number (PO#), unless the ordering department agrees otherwise or a special order is involved. If an item is out of stock, the contractor **must** make every effort to supply the ordered item within the original delivery timeframe. If such arrangements cannot be made, the contractor **must** make every effort to have the item delivered as soon as possible. Contractors may be penalized in the performance measures for each time a stocked item is not delivered within the required deadlines unless an acceptable alternative is provided and mutually agreed upon by the contract user and the contractor. In this event, the alternate delivery time should be documented by the contractor in writing and submitted as part of the semi-annual report. Contractors **must** coordinate delivery time with the contract user, if requested. If the contractor uses an independent company to satisfy delivery requests, the contractor is responsible for ensuring that the delivery company coordinates with the contract user. Late deliveries or deliveries that cannot be made within the above guidelines may be canceled at no cost to the Commonwealth.

**Delivery Requirements for the Department of Correction** – The contractor(s) must meet all Department of Correction security requirements applicable to each facility. Requirements may include, but are not limited to: inspection and search of all delivery vehicles including driver; cab and all contents thereof; locking gas or fuel caps, all drivers must pass a CORI background check no split load deliveries where required; strict delivery time requirements and any other security requirements as deemed necessary by the department or institution. Contractors may be asked to deliver products outside the established delivery schedule to respond to emergency situations.

**“Will Call”** - orders are orders that are to be picked up by the contract user within 24 hours of request and the contractor(s) will provide for “will call” orders if immediate delivery is necessary and the contract user is willing to pick up the order. The contractor(s) may be asked to provide emergency delivery and may charge a compensation rate for such deliveries.

**Returns** - Contract users may not accept the delivery of any product that is expired or visibly

damaged. Product will be inspected upon receipt of delivery. If a product fails inspection by the receiving facility, the product will be rejected and the contractor(s) must replace it immediately at no additional expense to the facility.

**Customer Service** - Contractor(s) will provide customer service to all users of the contract. That service must include the following components: All contractor personnel answering the customer service line must be well versed on all requirements of the Statewide Contract and must be able to easily answer user's questions about pricing, product and service. If a contractor receives a complaint about quality, a sample of the item must be collected immediately, inspected and analyzed for quality within a reasonable time, at no additional cost to the Commonwealth. The OSD Strategic Sourcing Services Lead must be contacted immediately by the Account Manager and informed of the status of the complaint, if the complaint is not resolved to the user's full satisfaction within the agreed upon time period.

**Quality Assurance** - It is important for contract users to know that contractor(s) must monitor on a continuous basis, the quality of the products offered under this contract. Contractor(s) must have a self-inspection system that monitors, identifies and corrects any deficiencies that may occur in the quality of the products furnished to the Commonwealth. The OSD Strategic Sourcing Services Lead (SSSL) must be notified of any corrective actions as they are taken.

**Sample Products for Evaluation** – For evaluation purposes only, user departments may request from contractor(s) samples of available contract products or published products on COMMBUYS.

**Fuel Surcharge Provisions** - Contractor(s) are NOT allowed to charge any additional fuel surcharges on any order received from departments. Departments will NOT be required to pay any additional fuel surcharges upon receipt of contractor invoicing.

## **Additional Information - Specific to Foodservice Equipment**

**Prevailing Wages** - All or part of the service(s) available under this contract may require the payment of prevailing wages pursuant to G.L. c. 149, Sections 26 through 27D (construction); Section 27F (trucks, vehicles and other equipment performing public works functions (non-construction); Section 27G (moving office furniture) and 27H (state cleaning contracts). The awarding authority has a legal obligation to request a prevailing wage schedule from the Department of Labor Standards (DLS) at [www.mass.gov/dols](http://www.mass.gov/dols). If this is a statewide contract or department contract that can be used by other eligible public entities, then any such eligible public entity that uses the contract will be considered the "awarding authority" and must also request a prevailing wage schedule at the time of the engagement of the contractor for specific services. In addition, bidders and proposers must agree to comply with the Prevailing Wage Law, as administered by the DLS. Questions regarding the Prevailing Wage Law may be answered by accessing the DLS website at [www.mass.gov/dols](http://www.mass.gov/dols) or by calling the DLS Prevailing Wage Program at (617) 626-6953.

**Repair/Maintenance Services** – Repair and maintenance services are an important component of the contract and Contractors must be able to provide access to repair and maintenance services, through their billing department only, for repairs to equipment they have sold or to other equipment that the requesting Department currently has in house. Any Contractor(s) providing repair or maintenance service may not add any additional fees for processing payments to subcontractors providing repair services.

**Facility Site Visit Requests** - Contractors will be required to go to a facility upon request by any eligible entity to access, evaluate and determine the needs of the department as it relates to any Foodservice Equipment installation, maintenance and or repairs, etc.

**Appliance Disposal Services** – In Massachusetts there is a Waste Ban on white goods, which includes large appliances. Waste Bans restrict the disposal of certain materials from disposal facilities (see [MassDEP's Waste Ban Regulations Webpage](#) for more information). Contractors that offer removal services for appliances should offer the services at no additional cost to the buyer.

**Ozone Depleting Substances** - Contractors who offer disposal services for refrigerators or other equipment containing ozone depleting refrigerants must dispose of these items in compliance with the Environmental Protection Agency (EPA) Refrigeration Recycling Regulation Section 608 of the Clean Air Act, [regulations \(40 CFR Part 82, Subpart F\)](#).  
<http://www3.epa.gov/ozone/title6/608/608fact.html>

## Vendor List and Contract Information

*The available contractors are listed below. Please refer to each vendor's COMMBUYS PO for award information, including specific category award information. Award information attachments are available for each vendor PO under the Agency and Vendor attachment sections of COMMBUYS.*

### Foodservice Supplies

<u>Contract/Blanket PO#</u>	<u>Vendor Name</u>	<u>Contract Manager</u>	<u>MMARS Vendor Code</u>	<u>MMARS Vendor Line</u>
By clicking on the vendors PO number this should bring you directly to their COMMBUYS page		Name, Phone, Email		
<a href="#">PO-16-1080-OSD01-OSD10-00000006933</a> <b>M/WBE Certified</b>	Adonai Spring Water Inc <b>Prompt Pay Discount:</b> 5% 10 days, 4% 15 days, 3% 20 days, 2% 30 days	Gloria Olatunji 844-273-7672 <a href="mailto:glololat@aol.com">glololat@aol.com</a>	VC0000819810	9
<a href="#">PO-16-1080-OSD01-OSD10-00000006936</a>	Eastern Bag & Paper (dba) EBP Supply Solutions <b>Prompt Pay Discount:</b> 1% 10 days	Linda Johnson 203-233-4732 <a href="mailto:ljohnson@ebpsupply.com">ljohnson@ebpsupply.com</a>	VC6000200009	2
<a href="#">PO-16-1080-OSD01-OSD10-00000006937</a>	Mansfield Paper Co. <b>Prompt Pay Discount:</b> 1%	Scott Parent 413-781-2000	VC6000156687	7

<u>Contract/Blanket PO#</u> <i>By clicking on the vendors PO number this should bring you directly to their COMMBUYS page</i>	<u>Vendor Name</u>	<u>Contract Manager</u> <i>Name, Phone, Email</i>	<u>MMARS Vendor Code</u>	<u>MMARS Vendor Line</u>
	10 days	<a href="mailto:rsp@mansfieldpaper.com">rsp@mansfieldpaper.com</a>		
<a href="#">PO-16-1080-OSD01-OSD10-00000006938</a> <b>WBE Certified</b>	Milhench, Inc. <b>Prompt Pay Discount: 1%</b> 10 days, 1% 15 days	Heike Milhench 508-995-8331 <a href="mailto:heike@milhench.com">heike@milhench.com</a>	VC0000188776	8

### Foodservice Equipment-Institutional Commercial Grade, Large and Small

<u>Contract/Blanket PO#</u> <i>By clicking on the vendors PO number this should bring you directly to their COMMBUYS page</i>	<u>Vendor Name</u>	<u>Contract Manager</u> <i>Name, Phone, Email</i>	<u>MMARS Vendor Code</u>	<u>MMARS Vendor Line</u>
<a href="#">PO-16-1080-OSD01-OSD10-00000006932</a>	Boston Showcase <b>Prompt Pay Discount: ½%</b> 20 days	Mike Demersky 617-965-1100 <a href="mailto:miked@bostonshowcase.com">miked@bostonshowcase.com</a>	VC6000155303	1
<a href="#">PO-16-1080-OSD01-OSD10-00000006939</a>	Eastern Bakers Supply <b>Prompt Pay Discount: ½%</b> 10 days	Leah Zacchini 617-523-2682 <a href="mailto:wjmorrissey@easternbakers.com">wjmorrissey@easternbakers.com</a>	VC6000156544	3
<a href="#">PO-16-1080-OSD01-OSD10-00000006935</a> <b>WBE Certified</b>	Harbour Food Service Equipment <b>Prompt Pay Discount: 1%</b> 10 days, ½% 15 days	Ken Goldstein 617-884-3900 X310 <a href="mailto:KGOLDSTEIN@HARBOURFOOD.COM">KGOLDSTEIN@HARBOURFOOD.COM</a>	VC6000186795	4
<a href="#">PO-16-1080-OSD01-OSD10-00000006934</a>	Janco Sales and Service Inc <b>Prompt Pay Discount: ½%</b> 10 days	Edward Janini 508-230-2443 <a href="mailto:janco.sales@hotmail.com">janco.sales@hotmail.com</a>	VC6000188028	5
<a href="#">PO-16-1080-OSD01-OSD10-00000006940</a> <b>WBE Certified</b>	Kittredge Equipment Company <b>Prompt Pay Discount: 1%</b> 10 days	Colin Woodfall 413-304-4100 <a href="mailto:cwoodfall@kittredgeequipment.com">cwoodfall@kittredgeequipment.com</a>	VC6000159419	6

### Strategic Sourcing Services Team Members

Name	Department
Stephen Burnett	Department of Correction
Christopher Gendreau	Department of Correction
Steven Toomey	Department of Correction
Betty Fernandez Strategic Sourcing Services Lead	Operational Services Division
Julia Wolfe	Operational Services Division

### Summary of Where to Obtain Important Contract Information in COMMBUYS

This contract has been set up as a line item catalog in COMMBUYS.

There are four (4) vendors on this contract that provide Foodservice Supplies and five (5) vendors on this contract that provide Foodservice Equipment. Each vendor has been assigned a unique

Master Blanket Purchase Order (PO). Vendor(s) prices are located with each line item identified with the Master Blanket Purchase Order.

If you cannot find the specific item needed, a line item has been set up with a general description for each vendor that can be used to place an order, located at the beginning of each vendor MBPO.

### **How to place an order**

Once a price has been obtained and selected the ordering process is as follows:

- Initiate a new requisition
- Search for an item (Use GRO35) in the description field
- Select the vendor you will be placing an order with
- Select the appropriate catalog line
- Enter the total quantity
- Enter the total price
- Add additional items as required
- Submit for approval

### **Where to find complete GRO35 contract information on COMMBUYS**

If full statewide contracts details are required please refer to GRO35 files listed under the [Conversion Vendor link](#). This link provides the entire detailed information as it relates to the statewide contract RFR, award information and specifications.